CITY OF MOUNTAIN VIEW

FINANCE DEPARTMENT, PURCHASING SECTION
500 Castro Street, Second Floor
Mountain View, CA 94041

Proposal No. R110709 Community Development Project and Permit Tracking System	**REQUEST FOR PROPOSAL**	**Proposal Closing Date: 09/15/2010** **@ 2:00 p.m.**

Subject: Furnish the City of Mountain View with a **Community Development Project and Permit Tracking System**, in accordance with the attached specifications.

Company _____

Federal Tax I.D. No. _____

Street Address _____

City _____

State _____Zip Code _____

Tel. No. _____ Fax No. _____

E-Mail _____

Name _____
[PRINT OR TYPE]

Signature* _____

Title _____

Date _____

*Authorized Signature: The signer declares under penalty of perjury that she/he is authorized to sign this document and bind the company or organization to the terms of this agreement.

ONLY PROPOSALS WITH AN ORIGINAL SIGNATURE
WILL BE ACCEPTED.

This cover page must be completed and submitted as part of your proposal.

FOR QUESTIONS REGARDING THIS PROPOSAL, CONTACT:

TINA YOKE, Purchasing and Support Services Manager

TEL: (650) 903-6296   FAX: (650) 968-5472

Tina.Yoke@mountainview.gov

Community Development Project and Permit Tracking Systems

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I. BACKGROUND, SCOPE OF WORK AND OBJECTIVE

A. BACKGROUND

The City of Mountain View, California, was incorporated in 1902. It is a municipal corporation of the State, located in Santa Clara County, California. Key service and other pertinent information on the City is summarized below:

- Governance — Council/manager form of government with a seven-member Council

- Clientele — Estimated population of 75,000

- Service Area — 12 square miles

- Employees — 585 full-time equivalents and up to 500 hourly persons representing 12 departments, including:

    - City Attorney
    - City Clerk
    - City Council
    - City Manager
    - Community Development
    - Community Services
    - Human Resources
    - Finance and Administrative Services
    - Fire
    - Library
    - Police
    - Public Works

- FY 2010-2011 Budget — General Fund—$90.4 million
  — Other Funds—$126 million

The City's Information Technology Services Division of the Finance and Administrative Services Department is expected to support City computer hardware and software applications. Key information regarding the existing information technology systems function is summarized below:

- Hardware Technologies — HP UNIX, Windows 2003(or higher) Server R2 which runs on a virtual hardware matrix attached to an EMC SAN.

- Network Environment — Cisco enterprise network via 1GBps fiber, TCP/IP, Ethernet,

- Software Applications — Financial/Accounting (General Ledger, Budgeting, Accounts Payable, Purchasing, Payroll, etc.) from SungardBi-Tech

    - Utility Billing from Harris DataNow

    - Business Licenses from Harris DataNow

    - Cash Receipting from Harris DataNow

    - Document Image from LaserFiche

    - GIS - ESRI ArcGIS Version 9

    - GIS Viewer - Geodesy Encompass

The overall objective of the City is to provide needed information technology services to all operating units and departments to enable them to achieve their strategies and goals in the most proficient, productive and cost-effective manner.

While considerable progress has been made throughout the City, the current Permit system does not provide sufficient functionalities to serve either the department or meets the community requirements. The City's primary objective is to acquire a new system that provides greater function, integration and meets the cost/benefit analysis conducted by the City. The City is, therefore, soliciting proposals for a new permit system for planning, building, Public Works and other related divisions.

B.   <u>SCOPE OF WORK</u>

The City desires a turnkey approach in which the contractor delivers, installs, implements and passes an acceptance test on a total package, including hardware, system software, application software packages, data conversion, training and documentation.

Proposals for software, related hardware and implementation assistance will be reviewed for the following applications:

- A fully automated web base Permit Tacking System covers the planning, building , engineering and related divisions. It should also include :
    1. On-Line Permit Application

    2. Web Payment System.

    3. Work flow/Business Rule Enable

- Proposals should include the application system /network architecture design and the database dictionary.

Proposers proposing a different type of approach than outlined by the City may describe the contractual protection that would be offered to the City to ensure successful implementation of all parts of the system.

C.   OBJECTIVE

The objective of this RFP is to make an award to a contractor that delivers best overall value to the City. Additional objectives of the RFP are as follows:

- To acquire proven software products to meet departmental application requirements.

- To identify and select only contractors with a strong reputation for customer satisfaction and service.

- To acquire computer system which requires minimal in-house dedicated personnel resources for ongoing system management.

- To preserve the City's existing technology investment where possible.

- To address all high-priority application needs while limiting expenditures for capital information systems.

D.   DELIVERY/IMPLEMENTATION SCHEDULE

The City of Mountain View plans to install all requested software in accordance with the general schedule set forth in Section II, Paragraph C of this RFP. However, proposals should reflect and provide details derived from proposer's experience to be a realistic delivery and implementation schedule. Proposer's submitted schedule should not be dated but should break out the

implementation schedule in terms of days following contract signing. The schedule should show periods of performance and milestones for deliverables. Tasks to be performed by the proposer, as well as by the City of Mountain View, should be specifically stated and included in proposer's delivery and implementation schedule.

II.   RFP PROCESS

A.   INVITATION TO PROPOSE

The City of Mountain View is hereby contacting prospective proposers deemed most qualified to provide the Project and Permit Tracking System. Other firms that believe they are capable of offering a competitive systems solution may also request a copy of this RFP and will be allowed to submit a proposal in accordance with the requirements and dates set forth herein. Each prospective proposer will receive one copy of the RFP from the City. Prospective proposers are responsible for making additional copies as required to satisfy their needs. The RFP will be available from the City's website
http://www.mountainview.gov/city_hall/admin_services/purchasing/default.asp

Proposers may contact the Purchasing Manager for any hard copy or electronic copies of the RFP to be provided. Proposers are encouraged to initiate preparation of proposals immediately upon receipt of this RFP and prior to the preproposal conference so all relevant questions and information needs can be identified and answered and adequate time is available to prepare a comprehensive and complete response.

B.   ISSUING OFFICE

The Finance and Administrative Services Department, Purchasing Section, is the Issuing Office for the City of Mountain View, California ("City" or "City of Mountain View").

Proposers who have received this Request for Proposal (RFP) from a source other than the contact listed on the cover page should immediately contact the City's designee listed on the RFP cover page and provide their name and mailing address in order that, if necessary, addenda to the RFP, or other communications, can be sent to them. Proposers who fail to notify the City with this information assume complete responsibility in the event that they do not receive communications prior to the closing date.

C. SCHEDULE OF ACTIVITIES DATES TO BE REVISED AS NEEDED

The following table outlines the City's planned schedule of major activities related to the RFP distribution, proposal submission, evaluation and selection processes. All times referenced are in Pacific Standard Time.

		Date
1.	RFP mailed to prospective proposers	08/16/2010
2.	Last date for submission of written questions (5:00 p.m.)	08/26/2010
3.	Preproposal conference (10:00 a.m.)	08/31/2010
4.	Proposal submission deadline (2:00 p.m.)	09/15/2010
5.	Select shortlist proposers	10/06/2010
6.	E-mail demonstration script to short list vendors	10/08/2010
7.	Arrange system demonstrations	10/11/2010
8.	On-site demonstrations	10/12/10 to 10/20/2010
9.	Conduct Site visits	11/01/2010
10.	Select preferred proposer and complete contract	12/10/10
11.	Begin implementation	no later than 1/10/2011

The City reserves the right to amend the above schedule as necessary.

D. PREPROPOSAL CONFERENCE

An optional preproposal conference will be held on 8/31/2010 at 10:00 a.m. The conference will be held in the Plaza Conference Room at City Hall located at 500 Castro Street, Mountain View, California, 94041.

The purpose of the preproposal conference will be to review, in detail, the proposed contract intent, requirements, administration and other relevant information.

If unable to attend in person, proposers may participate in the preproposal conference via telephone conference (650) 903-6683.

Proposers should estimate duration of the preproposal conference to be approximately two (2) hours.

E.   QUESTIONS

Proposers are responsible for reading carefully and understanding fully the terms and conditions of this RFP. Requests for clarification or additional information must be made in writing to the Purchasing and Support Services Manager and received at the Purchasing Section office listed on the cover page no later than 5:00p.m., Pacific Standard Time on August 26, 2010. Such requests should contain the following: "QUESTIONS: City of Mountain View CDD Project and Permit Tracking RFP R110709." Other than information received at the preproposal conference, only written communications relative to the procurement shall be considered. Hard copy, facsimile and electronic mail are acceptable methods for submission of questions. It is incumbent upon proposers to verify City receipt of their questions.

Other than at the preproposal conference, all questions will be answered in writing. Both questions and answers will be distributed, without identification of the inquirer(s), to all proposers who are on record with the evaluation committee as having received this RFP via an addendum. No oral communications can be relied upon for this proposal.

To the extent that a question causes a change to any part of this RFP, an addendum shall be issued addressing such.

F.   CLARIFICATIONS

1.   Proposer Clarification

Any procurement questions should be directed to Tina Yoke, Purchasing and Support Services Manager, at (650) 903-6296 or e-mail at *tina.yoke@mountainview.gov*.

2.   City Clarification

The City reserves the right to obtain clarification of any point in a proposer's proposal or to obtain additional information necessary to properly evaluate a particular proposal. Failure of a proposer to respond to such a request for additional information or clarification may result in rejection of the proposer's proposal.

G.   SUBMISSION OF PROPOSALS

1.   Proposals shall be:

a.   Submitted in the format set forth herein;

b.   Made in the official name of the firm or individual under which contractor's business is conducted (including the official business address);

c.   Cover page of this RFP signed by a person duly authorized to commit successful contractor to the contract;

d.   Submitted in envelopes clearly marked with the assigned RFP title and closing date/time referenced on the outside of the envelope (lower left corner);

e.   Separated into Technical and Price Proposal Volumes; and

f.   Addressed to Tina Yoke, Purchasing and Support Services Manager, as identified on the cover page of this RFP.

Proposers must submit one (1) original and seven (7) copies of the Technical Volume plus one (1) original and seven (7) copies of the Price Proposal Volume sealed under separate cover. Copies may be submitted via disk or USB thumb drive versus paper copies. Attachments shall be provided in the same manner (1 original and 7 copies). Commingling of technical and price information or failure to submit the two (2) volumes separately and sealed may cause it to be rejected as nonresponsive and not acceptable. The volumes, which contain original documents, should be clearly identified as the ORIGINAL Technical and the ORIGINAL Price Proposal Volume. Faxed proposals will not be accepted.

H.   CLOSING DATE

Proposals must arrive at the location, date and time identified on the cover page of this RFP in the format set forth herein. There will be no public opening of the proposals. The names of proposers will not be released until announcement of award.

I.   LATE SUBMISSIONS

Proposers mailing proposals should allow sufficient mail delivery time to ensure timely receipt by the issuing office. Any proposal, modifications to proposals, request for withdrawal of proposals or Best and Final Offers (BAFO) arriving after the closing date and time will be considered late and will only be accepted in accordance with the applicable City of Mountain View's General Provisions for Proposals. Delivery of the proposal to the specified location by the prescribed time and date is the sole responsibility of proposers.

J.   ECONOMY OF PREPARATION/FORMAT OF PROPOSAL

Proposers shall prepare each proposal simply and economically, providing a straightforward, concise description of proposers' offer and capabilities to satisfy the requirements of this RFP. Emphasis should be on completeness and clarity of content.

Proposers should minimize the bulk of original writing and make maximum use of standard brochures and materials. Proposals shall follow the format prescribed below and must include the requested information and the enclosed proposal response forms, including: Application Software Requirements; Hardware and System Software Requirements; Installation and Support Requirements; and Proposal Pricing Form. **Failure to complete and furnish all information requested in the form and format specified may result in rejection of proposals**.

SECTION	TITLE
I.	Understanding of Project Goals and Expectations
II.	Information About Your Company
III.	Information About Your Proposed Project Team
IV.	Client References
V.	Application Software Requirements and Forms
VI.	Hardware and System Software Requirements and Forms
VII.	Installation and Support Requirements and Forms
VIII.	Pricing
APPENDICES	(Organization Left to Proposers)

Proposers may include any material that will add to the persuasiveness of their recommended proposal. However, if the materials do not directly address the stated requirements, please include them in an appendix or separate volume. The City will review and consider all material submitted but will concentrate review efforts on the material that directly addresses the City's stated requirements.

If, in the opinion of the City, a proposal contains false or misleading statements or references, it may be rejected.

Section I: Understanding of Project Goals and Expectations

Proposals should indicate the proposer's understanding of project goals and expectations and must respond to all requirements of this RFP. Proposers shall include proposed Delivery and Implementation Schedule as referenced in Section I, paragraph D, as part of the submittal response to this requirement.

Section II: Information About Your Company

Please provide information that will enable the City of Mountain View to evaluate your company's financial stability, track record and support capabilities. Proposals shall include the following:

1.   The two most recent audited financial statements.

2.   Ownership of your company.

3.   Number of years in business.

4.   Number of technical/support employees in California and adjacent states.

5.   Total number of technical/support employees.

6.   Other resources available to support the installation and operation of the City of Mountain View information systems.

7.   Total number of installations to determine the support/install ratio.

Section III: Information About Your Proposed Project Team

Proposals shall include information that will enable the City of Mountain View to evaluate proposed project team and staff resources. Proposals shall include the following:

—   Resumés for your proposed key personnel (i.e., project manager and team/task leaders); <u>and</u>

—   Estimates of project participation in days or hours by major task by individual for the named project manager and team/task leaders and by staff category for all other proposed personnel.

Section IV: Client References

Proposals shall include a list of at least five paying municipal customers of your company who are using the software being proposed. The list should provide a contact name, telephone number, length of time using your system and a description of the customers' software and hardware

configuration. Specify exactly which application modules each referenced entity is using. Also include a complete list of clients, including addresses, telephone numbers and staff contacts. Reference forms (start on page 30) of this Proposal shall be completed by proposer to provide the specified references.

Section V: Application Software Requirements and Forms

Application software requirements are specified in the Functional/Technical Requirement section of this RFP and constitute a list of desired features and functions. If proposer does not have offerings for each of the stated applications, clearly indicate which modules proposer is proposing. *It is not necessary to have offerings for all applications or features; however, proposing a more comprehensive system to the City would be clearly advantageous. It is also advantageous to summarize which general areas of functionality you are not proposing to avoid future confusion or misunderstandings.*

Proposer shall include a representative sample (but not necessarily a complete set) of detailed user and technical manuals for the application software proposed. Report examples for the different functional areas should be included. The City of Mountain View reserves the right to request a complete set of manuals should they be essential to the proposal evaluation process.

Section VI: Hardware and System Software Requirements and Forms

The proposed hardware must be able to handle the volumes specified in the applications requirements and provide for future application growth as well as an annual growth of 2 percent in transaction volumes over the next five years. Please include a complete list of proposed equipment with quantity, manufacturer, model/style number and general descriptions. Proposer should also include a complete list of proposed system software. In addition, proposers should provide standard brochures describing the general capabilities of the hardware and system software. It is not necessary to include detailed hardware and system software technical manuals with proposal submittal.

Section VII: Installation and Support Requirements and Forms

Installation and support requirements are specified in Section I of the Functional/Technical Requirements. Proposal should specifically address each requirement listed.

Section VIII: Pricing

Proposal Pricing will be on a firm, fixed-priced for a minimum of 90 days. from bid closing.

Total cost of the system (including travel and other out-of-pocket expenses along with license and continuing support maintenance fees) will be a key factor in the evaluation of proposals.

Proposers shall utilize the Pricing proposal response forms provided in the RFP. Proposers shall state the unit price for each separate line item quoted. Proposal prices shall be inclusive of any

Federal, State or local applicable taxes. In case of a discrepancy between the totals shown on the price form and the actual sum of the item totals, the lower item or totals shall prevail.

Completed pricing forms and any additional supplemental pricing information submitted by proposer shall be submitted in a separate envelope from technical information submittals.

The City of Mountain View will consider lease or purchase options for procuring the system. In the proposal, include the approaches (lease and installment payment options) your company can accommodate along with sample contracts. Please identify the apparent benefits to the City offered by your recommended acquisition method. The City would like to consider the outright purchase, time-payment purchase and equity-lease options available to them.

K.   PROPRIETARY/CONFIDENTIAL INFORMATION

Any information submitted with a proposal is a public record subject to disclosure unless a specific exemption applies. If a proposer submits information clearly marked proprietary or confidential, it will be treated with the confidentiality to the extent permitted by law. However, it is the proposer's obligation and expense to defend any legal challenges seeking to obtain said information. The City shall incur no liability due to release of information from a proposer labeled "proprietary" or "confidential."

L.   RESPONSE MATERIAL OWNERSHIP

All material submitted regarding and in response to this RFP becomes the property of the City of Mountain View and will only be returned to the proposer at the City's option. Any person may review responses after final selection has been made. The City of Mountain View has the right to use any or all system ideas presented in reply to this request, subject to limitations outlined above in "Proprietary/Confidential Information." Disqualification of a proposer does not eliminate this right.

M.   MULTIPLE/ALTERNATIVE PROPOSALS

Proposers may submit more than one proposal to reflect alternative software packages or hardware platforms. However, only one proposal should be identified as the proposer's "PRIMARY PROPOSAL" and all others should be identified as "ALTERNATIVE PROPOSALS." To facilitate our evaluation process, "ALTERNATIVE PROPOSALS" must follow the same format as "PRIMARY PROPOSALS." Alternative approaches will be given consideration if the approach clearly offers increased benefits to the City.

N.   TWO (2) VOLUME PROPOSALS

The selection procedure for this procurement requires an independent evaluation of the technical and price proposals. This separation allows for evaluation of technical proposals on their

technical merit only. Consequently, proposers shall submit their proposal in two (2) separately sealed volumes as indicated below:

1.   Volume I—Technical Proposal:

The Technical Proposal will include proposer's responses to Paragraph J, Section I through Section VIII.

a.   Executive/Management Summary

The Executive/Management Summary shall contain a brief narrative or synopsis summary of how the proposal meets the needs of the City incorporating proposers' understanding of the background, scope of work and objective as specified in Section I of the RFP.

b.   The Technical Proposal

The information specified herein must be addressed in the technical proposal. Proposers must expressly indicate that the proposal satisfies and is fully capable of providing each point of the RFP. Proposers shall provide responses to each paragraph in the same order as the RFP, citing the heading and then their response. Proposer's response should describe in detail how the proposed products and/or services meet or exceed the requirements of this RFP. Proposers shall state their understanding and compliance. Additionally, proposers must explain any exception or deviation from the requirements in accordance with the applicable General Provisions for Proposals. Proposers should also include any other information they feel may be of benefit to the City.

Proposers are urged to read the contract documents very carefully and to submit their questions, in writing, by the due date for questions. Misinterpretation of the contract documents by the contractor shall not relieve the contractor of responsibility to perform the contract.

c.   Completion of Reference Pages

Proposers must complete requested reference information on the reference forms provided with the RFP.

2.   Volume II—Price Proposal:

This volume consists of and must contain the following items. Proposers shall not include any technical information or specific provisions and specifications in the Price Proposal Volume.

a. Completion and Signing of the RFP Cover Page

Proposers must complete and sign the RFP cover page acknowledging any addenda. Failure to submit this signed document will result in rejection of the proposal.

b. Price Proposal Pages

Proposers shall submit pricing proposals on the City's price proposal pages.

O. SUBMITTALS REQUIRED UPON PROVISIONAL AWARD

1. Insurance requirements as specified in this RFP.

2. Taxpayer Identification number (W-9).

Failure to provide the required submittals upon provisional award, within the time period specified, may be cause for the provisional award to be voided and the proposal to be rejected as nonresponsive.

P. ACCEPTABILITY OF PROPOSALS

The Purchasing and Support Services Manager shall determine which proposers have met the requirements of the RFP. Failure to comply with any mandatory requirement will disqualify a proposal. The Purchasing and Support Services Manager shall have the sole authority to determine whether any deviation from the requirements of this RFP is substantial in nature. The Purchasing and Support Services Manager may waive or permit to be cured minor irregularities or minor informalities in proposals that are immaterial or inconsequential in nature. Determination of Acceptability of proposals shall be at the City's sole discretion.

The City may accept other than the lowest-priced offer. The City may conduct discussions with proposers in any manner deemed necessary. The Purchasing and Support Services Manager may limit the competitive range to firms highly rated technically and whose prices are considered to be reasonable by the City for purposes of efficiency. The Purchasing and Support Services Manager may reject, in whole or in part, any and all proposals as such determination is made solely at the City's discretion.

The contents of the proposal of the successful proposer will become contractual obligations if acquisition action ensues. Failure of the successful proposer to accept these obligations in a purchase agreement, purchase order or contract, or similar acquisition instrument may result in cancellation of the award, and such proposer may be removed from notification of future solicitations.

Q.   EVALUATION COMMITTEE

The City will have an evaluation committee to review and rate proposals.

R.   TECHNICAL EVALUATION

The City's evaluation committee shall conduct its evaluation of the technical merit of the proposals in accordance with this solicitation. This team will present its recommendation to the Finance and Administrative Services Director or designee for final selection prior to the required contract approval process of the City. In order to receive consideration, proposer must satisfy and explicitly respond to all requirements of this RFP, including a detailed explanation of how each item listed in this RFP is to be met. The last phase of this technical evaluation will be the ranking by the committee of each qualified proposal on technical merit.

The criteria that will be used by the committee for the technical evaluation of proposals for this procurement may include, but not be limited to:

1.   Meeting the requirements of this RFP.

2.   Ability of applications software and related hardware to meet the City's broad requirements.

3.   Software packages available now and enhancements planned.

4.   Proposer's ability and method to support the City.

5.   Proposer staff's experience in implementations, such as this one, and experience in developing interfaces to other related applications.

6.   Total cost which takes into account continued operating costs and ongoing maintenance in addition to initial acquisition and implementation costs.

7.   Client-installed base and results of reference checks.

8.   Level, quality and type of client training and technical assistance provided.

9.   Upward compatibility for future growth.

10.   Ease of use and operation of the system.

11.   Past performance.

12.   Qualifications and experience.

13.   Any other factor not listed above that is deemed at the City's sole discretion.

The Committee may request site visits for the purpose of evaluating proposals and/or proposers' responsibility. The committee may request additional technical assistance from any source.

S.   PRICE EVALUATION

The separate Price Proposal Volume will be distributed to the evaluation committee. This information will then be used to establish a ranking.

Additionally, the City reserves the right to require, during proposal evaluation, that proposers provide a copy of their most current Annual Report or audited Statement of Financial Condition to include a balance sheet, income statement and cash flow statement or other acceptable financial information. These documents may be relied on in further determining proposers' financial responsibility.

T.   ORAL PRESENTATIONS, SYSTEM DEMONSTRATION, SITE VISIT

The City's evaluation team will identify the top three to four proposers whose proposals are deemed to best meet the needs of the City. These selected proposers will receive a list of demonstration items and required to make individual presentations to the City's evaluation committee. The presentation is anticipated to be in conformance with the schedule of events noted previously in this RFP solicitation. The date, time and location of any presentations will be scheduled by the City and is expected to last for one day. Proposers will be to provide their preferred primary and secondary demonstration dates to Tina Yoke after receipt of the demonstration request from the City.. When the final proposers are selected, the City will confirm the demonstration date with the proposers. The selection process is at City's sole discretion, and the site visits and demonstration dates should occur within the proposed time window provided.

If site visits are required, the City of Mountain View will visit sites that have a similar system to that proposed in terms of configuration, software and level of use.

Proposers should be prepared to discuss and substantiate any of the areas of the proposal submitted as well as its qualifications to furnish the specified products and services. Notwithstanding the possibility of a request for an oral presentation, proposers shall not rely on the possibility of such a request and shall submit a complete and comprehensive written response to this solicitation.

U.   NEGOTIATION

The City has the right to accept the proposal which the City determines to serve the best interest of the City, as submitted, without discussion or negotiation. Proposers should, therefore, not rely on having a chance to discuss, negotiate and adjust their proposals.

The Purchasing and Support Services Manager may advise proposers selected as finalists to submit a Best and Final Offer (BAFO) for consideration after discussions are held.

V. CITY'S UNILATERAL RIGHT

The City reserves the unilateral right to cancel this RFP, in whole or in part, or reject any or all proposals submitted in response to this RFP when such action is determined to be fiscally advantageous to the City as determined solely by the City. The City also reserves the unilateral right to award a contract in whole or in part; to award a contract to one or more proposers; to waive or permit cure of minor irregularities; and to conduct discussions with proposers in any manner necessary.

W. EVIDENCE OF RESPONSIBILITY

Prior to the award of a contract pursuant to this RFP, the City may require contractor to submit such additional information bearing upon contractor's ability to perform the contract as the City deems appropriate. The City may also consider any information otherwise available, but not limited to price, technical and qualifications relative to ability, capacity, integrity, ethics, performance record and experience of the proposer.

X. BASIS OF AWARD

The evaluation committee will recommend contract award to the responsible contractor or contractors whose proposal(s) is determined to provide overall best value to the City, considering the evaluation factors in this RFP, including price.

Technical ranking of proposals will be combined with the corresponding price ranking to determine a final ranking for each proposal. Technical merit will have greater weight than price. However, the more closely proposals are ranked technically, the more important price will become.

The City reserves the right to negotiate a final contract in connection with this RFP based on selected modules of functionality and levels of proposer implementation and training assistance.

Y. LINE ITEM PURCHASING

The City reserves the right to award contracts for products or for other services to more than one contractor if that is most advantageous to the City of Mountain View. The City specifically reserves the right to buy items or services offered on a line-item basis from any proposer. In order to facilitate the integration of multiple proposer applications, proposers must be willing to cooperate with other proposer(s) by supplying interface information—file layouts, etc.

Z.   <u>INCURRED EXPENSES</u>

The City will not be responsible for any expenses incurred by proposers in preparing and submitting a proposal or best and final offer or in making an oral presentation or demonstration.

III. TERMS AND CONDITIONS

A. **Payment Terms**: The City's payment terms are at a minimum, net thirty (30) days after acceptance of service or delivery of goods. The vendor's invoice must easily match the unit prices listed in this bid and must include the vendor's Social Security number or Federal Tax I.D. number. Vendors may offer discounted payment terms and those should be listed on the vendor's response. Proposer may submit any alternative payment terms proposed with Proposer's Pricing submittal.

If the City opts for an Application Service Provider (ASP) or an outsourced environment, the payment schedule illustrated in Appendix B applies to the one-time fees that are necessary to initiate the service with a month-to-month or annual fee thereafter.

B. **Time of Delivery/Completion**: Time is of the essence on this purchase order. The vendor shall deliver all of the goods or complete all of the services called for under this proposal within the number of working/calendar days or by the date specified for completion in this proposal, unless the delays are caused by the City or by Acts of God.

C. **Warranty**: The delivered or installed goods, equipment or services shall be warranted to be free from defects in material and workmanship. The warranty period shall begin upon acceptance by the City. As a minimum, all goods, equipment and services shall be warranted to operate satisfactorily in accordance with the requirements of these specifications, representations of the vendor and the published specifications of the manufacturer(s) for a period of at least one (1) year. Any defective goods, equipment or services shall be replaced or repaired quickly at the City's location during the warranty period at no expense to the City. If repairs cannot be made at the City's location, the vendor shall transport/ship the equipment to a repair facility. All repairs must be completed and the equipment returned to the City within seventy-two (72) hours of a call for service. If the vendor fails to have the equipment repaired within seventy-two (72) hours, the vendor shall provide an equal "loaner" piece of equipment until the City's equipment is returned in operating condition.

D. **Ownership and Collusion—Financial Interest by City Employees**: The vendor certifies, by signing this bid, that he/she has not, directly or indirectly, been collusive with any other vendor or anyone else interested in this bid. Additionally, the vendor stipulates that no City officer or employee shall be financially interested, either directly or indirectly, in any contract, sale, purchase or lease to which the City is a party, and the vendor stipulates that no City officer or employee has greater than five percent (5%) ownership in this company, as per Section 706 of the City of Mountain View Charter.

E. **Assignment**: Any purchase order issued as a result of this bid may not be assigned without written consent of the City.

F. **Termination**: Any purchase order issued as a result of this bid may be terminated by the City at any time with ten (10) days' written notice. The City will only pay for any goods or services

ordered and accepted by the City. Any payments made in advance will be returned to the City on a prorated basis with the City only paying for those goods or services actually provided.

G. **Funding-Out Clause**: Any purchase order issued as a result of this bid may be terminated every June 30 based upon the City Council not funding the purchase of goods or services to be provided in this bid after each July 1.

H. **Nondiscrimination**: The vendor shall afford equal employment opportunities for all persons without discrimination because of race, color, religion, sex, sexual orientation, political affiliation, national origin, ancestry, age, marital status or physical or mental disability.

I. **Applicable Laws and Attorney's Fees**: This agreement shall be construed and enforced pursuant to the laws of the State of California. Should any legal action be brought by a party for breach of this agreement or to enforce any provision herein, the prevailing party of such action shall be entitled to reasonable attorney's fees, court costs and such other costs as may be fixed by the court. Reasonable attorney's fees of the City Attorney's Office, if private counsel is not used, shall be based on comparable fees of private attorneys practicing in Santa Clara County.

J   **Entire Agreement**: This agreement contains the entire understanding between the parties with respect to the subject matter herein. There are no representations, agreements or understandings (whether oral or written) between or among the parties relating to the subject matter of this agreement which are not fully expressed herein. If the attachments or exhibits to this agreement, if any, are inconsistent with this agreement, this agreement shall control.

K. **Insurance Requirements**

All required insurance shall be submitted to the Finance and Administrative Services Department—Purchasing Section within ten (10) days of provisional award. Failure to provide the insurance certificates within the time frame specified by the City shall be cause for the proposal to be rejected as nonresponsive and not acceptable. The contractor shall maintain insurance in full force and effect during the entire period of performance under contract. Failure to do so shall be cause for termination of the contract.

All policies must have a thirty (30) day noncancellation clause giving the City thirty (30) days prior written notice in the event a policy is canceled. At the end of each contract year, the City reserves the right to review insurance requirements and to require more or less coverage depending upon assessment of the risk, the contractor's past experience and the availability and affordability of increased liability insurance coverage.

Insurance coverage must be from an insurance carrier licensed in the State of California and rated "A" or better by the *A.M. Best Key Rating Guide.*

The following coverage shall be required:

- Commercial General Liability/Automobile Liability Insurance:

VENDOR shall obtain and maintain Commercial General Liability insurance and Automobile Liability insurance in the amount of One Million Dollars ($1,000,000) per occurrence. If a general aggregate limit is used, either the general aggregate limit shall apply separately to this contract or the general aggregate limit shall be twice the required occurrence limit. VENDOR's insurance coverage shall be written on an occurrence basis.

- Workers' Compensation coverage in accordance with the laws of the State of California. Policy must contain a Waiver of Subrogation of Rights against the City of Mountain View.

- Workers' Compensation Insurance:

VENDOR shall obtain and maintain statutory Workers' Compensation insurance and Employer's Liability insurance in the amount of One Million Dollars ($1,000,000) per accident.

VENDOR is familiar with the Workers' Compensation laws of California (generally contained in Section 3700 of the Labor Code), including those provisions which provide for specific exemptions from the requirement that all employers must carry Workers' Compensation insurance, and VENDOR maintains they are exempted under the law from the requirement to maintain Workers' Compensation insurance coverage.

In addition, during the term of any work for CITY under said agreement: (1) VENDOR will not employ any person in any manner so as to become subject to the Workers' Compensation laws of California, or (2) should VENDOR become subject to the Workers' Compensation provisions of Section 3700 of the Labor Code for any reason, VENDOR shall forthwith comply with those provisions and send evidence of financial compliance to CITY.

- Professional Liability Insurance:

VENDOR shall obtain and maintain Professional Liability insurance in the amount of One Million Dollars ($1,000,000) per claim. Professional liability insurance must be maintained and evidence of insurance shall be provided to the CITY for at least three (3) years after completion of the contract of work.

- Acceptability of Insurers: Insurance is to be placed with insurers with a current *Best Rating* of A:VII unless otherwise acceptable to CITY.

- Verification of Coverage: Insurance, deductibles or self-insurance retentions shall be subject to CITY's approval. Original Certificates of Insurance with endorsements shall be received and approved by CITY before work commences, and insurance must be in effect for the duration of the contract. The absence of insurance or a reduction of stated limits

shall cause all work on the project to cease. Any delays shall not increase costs to CITY or increase the duration of the project.

- Other Insurance Provisions:

a. The City of Mountain View, its officers, officials, employees and volunteers are to be covered as additional insured by Endorsement CG 20 10 11 85 for Commercial General and Automobile Liability coverage.

b. For any claims related to this project, VENDOR's insurance coverage shall be primary and any insurance or self-insurance maintained by CITY, its officers, officials, employees and volunteers shall not contribute to it.

c. Each insurance policy required shall be endorsed that a thirty (30) day notice be given to CITY in the event of cancellation or modification to the stipulated insurance coverage.

d. In the event VENDOR employs subcontractors as part of the work covered by this Agreement, it shall be the responsibility of VENDOR to ensure that all subcontractors comply with the same insurance requirements that are stated in this Agreement.

e. Approval of the insurance by CITY or acceptance of the Certificate of Insurance by CITY shall not relieve or decrease the extent to which VENDOR may be held responsible for payment of damages resulting from VENDOR's services or operation pursuant to this Agreement, nor shall it be deemed a waiver of CITY's rights to insurance coverage hereunder.

f. If, for any reason, VENDOR fails to maintain insurance coverage that is required pursuant to this contract, the same shall be deemed a material breach of contract. CITY, at its sole option, may terminate this contract and obtain damages from VENDOR resulting from said breach. Alternately, CITY may purchase such required insurance coverage, and without further notice to VENDOR, CITY may deduct from sums due to VENDOR any premium costs advanced by CITY for such insurance.

IV. SPECIFICATIONS

A. DATA CONVERSION

A back-up file of the current Project and Permit Tracking database (including history) will be provided to the selected contractor from which it can then be converted into the proper database format for use by the contractor. The contractor should describe the planned approach for accomplishing the conversion, including activities related to data mapping, development of conversion specifications, conversion programming, conversion testing and data cleanup.

B. INFORMATION SYSTEMS

The City is not seeking a custom-developed solution or extensive product customization. The City is seeking a proven product solution with minimal modifications.

The City is not interested in a stand-alone solution, but rather one that utilizes the existing network and desktop environment. A driving concept of the City is empowerment of users through the availability, access and control of computing power within their client environment.

The City is standardizing on Dell servers for new Windows-based systems for ease of support administration. The City also currently supports three UNIX-based systems. City systems are backed up with a combination of HP Openview Dataprotector and Veritas BackupExec, which are capable of backing up and restoring Windows and Unix systems. The minimum Windows- and UNIX-based server specs are as follows:

Windows Server

3.6 GHz/1 MB Cache Xeon 800 MHz Front Side Bus PowerEdge 2850

2 GB DDR2 400 MHz (4 x 512MB) Single Ranked DIMMs

4 x 146 GB, U320, SCSI, 1IN 10K

2 x 146 GB, U320, SCSI, 1IN 10K

Dual On-Board NICS

Rack Chassis with Rapid/Versa Rails as required by installation site

UNIX Server

The minimum Unix-based server specs are directly dependent upon the software being utilized and will be configured based upon contractor's recommendations.

Current Desktop PC Configuration:

Pentium 4 CPU 3 GHz

1.0 GB Ram

80 GB Hard Drive

10/100 MB Network Interface Card

19" Color Monitor

CD R/W ROM

Current Desktop PC Software:

Windows XP Service Pack 2

Microsoft Office 2003 Software Suite

Current LAN/WAN Configuration:

100 MB Ethernet System

The City's core network domain is currently Windows 2003 Active Directory in native mode with WSUS activated to manage and administer required Microsoft server patches, updates and service packs. The City's e-mail system is MS Exchange 2003 in combination with MS Outlook 2003 at the desktop.

The network is protected with the combination of Cisco networking equipment, including a Cisco PIX firewall and VPN concentrator, McAfee E Policy Orchestrator and Virus Scan 8.0, and Barracuda Spam Firewall.

The solution must allow for both a production and a test environment with a well-defined separation between the two environments, with no transfer of data between the two without specified security. The solution must provide the ability for remote access.

The contractor must identify the client hardware and software configuration required to implement and operate the proposed solution.

C.   DELIVERY/IMPLEMENTATION SCHEDULE

Delivery and Implementation Schedule

The City of Mountain View plans to install all requested software in accordance with the general schedule set forth at the beginning of this section. However, your proposal should include what your experience has shown to be a realistic delivery and implementation schedule. The schedule should not be dated but should break out the implementation schedule in terms of weeks following contract signing. The schedule should show periods of performance and milestones for deliverables. Tasks to be performed by the proposer, as well as by the City of Mountain View, should be specifically stated and included in the schedule.

D.   NEWS RELEASES/ADVERTISING

News releases and/or advertising pertaining to this procurement or any part of the subject shall not be made without prior written approval of the City of Mountain View.

E.   CONFIDENTIALITY

Contractor shall instruct its employees and the employees of any subcontractor to keep as confidential information concerning the business of the City, its financial affairs, its relations with its citizens and its employees as well as any other information which may be specifically classified as confidential by the City of Mountain View.

F.   EXECUTED CONTRACT

Appendix B contains the proposed master contract that the City intends to use in awarding this proposal. Proposers should familiarize themselves with the terms and conditions contained in the master contract and must note any exceptions, additions or modifications they would propose. **BLANKET SUBSTITUTION OF THE PROPOSER'S STANDARD CONTRACT FOR THE CITY OF MOUNTAIN VIEW'S PROPOSED MASTER CONTRACT WILL NOT BE PERMITTED**.

The complete executed contract agreement is expected to encompass the master agreement contained herein, supplemented by the following proposer-supplied components:

1.   System Implementation Support Agreement (including System Installation, Fit Analysis, Process Reengineering, System Training, System Testing, File Conversion, System Modification and Enhancement and Implementation Support).

2.   Application Software License Agreement.

3.   Application Software Maintenance Agreement.

4. Computer Hardware Purchase or Lease Agreement.

5. Computer Hardware Maintenance Agreement.

6. Operating System and Database Management System License Agreements.

7. Operating System and Database Management System Maintenance Agreement.

G. SUPPLEMENTAL TECHNICAL REQUIREMENTS

The City is focusing on the strength of the vendor from their perceived ability to deliver a quality system for the City currently as well as in upcoming years. The City will focus on the vendors' ability to deliver key minimum software and hardware details in the second and third phases of this procurement process.

Responses to each item should appear in the same order as in this RFP and should designate by heading and number the item to which the response applies. Each proposal should contain a complete answer with full explanations. Complete and concise responses are preferred. Perfunctory responses (i.e., yes/no answers without supporting information) will not be considered complete. All response content must be pertinent. Photographs, diagrams or cut sheets for any products or equipment should be clearly labeled to indicate how they relate to the requirements of the RFP.

Please complete the following worksheets providing the City information on your proposed system solution.

TECHNICAL REQUIREMENTS
CATEGORY 1: Overall System Requirements

F = Fully Provided "Out-of-the-Box"	R = Provided with Reporting Tools
M = Provided with Modification	NV = Provided in Next Version
C = Custom Development Required	NA = Not available
TP = Third Party Software Required	

REF. NO.	SYSTEM REQUIREMENTS	VENDOR RESPONSE	COMMENTS
	Application Overall System Requirements		
O1	The system is a web-based system		
O2	The system can interface with Office applications (Word,Excel, Outlook)		
O3	The system should interface with ESRI ArcGIS or Autodesk MapGuide		
O4	The system should have multi-tier architecture.		
O5	The system is a work flow/business rule enable system		
O6	The system allows unlimited user defined rules		
O7	The system allows user defined fields		
O8	The system can be updated remotely with portable devices		
O9	The system should support industry standard HTML5 browsers		
O10	The system allows user defined web forms.		
O11	The system allows a project to initiate multiple permits		
O12	The system allows a permit to initiate multiple projects		
O13	The system allows electronic signatures		
O14	The system should support multiple stages of development process:		
O15	- Planning projects		
O16	- Planning Permits (Informal review, formal review, conditions).		
O17	- Building Plan Permit		
O18	- PW Permit (Excavation, sidewalk, encroachment, etc.)		
O19	- PW Off-site Improvement Plan Check		
O20	- PW Lot Line Adjustment Process		
O21	- PW Misc. (Easement dedication, agreements, vacations, etc.)		

Community Development Project and Permit Tracking Systems

REF. NO.	SYSTEM REQUIREMENTS	VENDOR RESPONSE	COMMENTS
	CATEGORY1 continued: Overall System Requirements		
	F = Fully Provided "Out-of-the-Box" R = Provided with Reporting Tools M = Provided with Modification NV = Provided in Next Version C = Custom Development Required NA = Not available TP = Third Party Software Required		
	The system is equipped with administration tools to:		
O22	- Monitor progress		
O23	- Setup/Override inspection assignments		
O24	- Setup/Change fee tables		
O25	- Setup/Change pre-set rules		
O26	- Allow create/reformat/change fields in on-screen forms		
	The system should handle:		
O27	- inter divisions communications		
O28	- inter task communication		
O29	- Automatic routing with attachments		
O30	- Task assignment		
O31	- E-mail notification to staff regarding new tasks		
O32	- Apportion fees between various accounts/permits		
O33	- Assign unique project/permit ID		
	The system allows multi-level of flags:		
O34	- Stop work flag		
O35	- Hold flag		
O36	- Notice flag		
O37	- Historic		
O38	- Expiration		
O39	- User defined flags (FEMA,Insurance expiration date)		
	The system should be equipped with the following capabilities:		
O40	- Store related documents		
O41	- Store and identify multiple versions of each document (i.e. draft plans vs. approved plans).		

	CATEGORY 1 continued: Overall System Requirements		
	F = Fully Provided "Out-of-the-Box" M = Provided with Modification C = Custom Development Required TP = Third Party Software Required	R = Provided with Reporting Tools NV = Provided in Next Version NA = Not available	
REF. NO.	SYSTEM REQUIREMENTS	VENDOR RESPONSE	COMMENTS
O42	- Staff can link to documents		
O43	- Scripting		
O44	- Report writing		
O45	- Search from the field data (name, address, contractor, date, staff)		
O46	- Search on wild card		
O47	- Combine permits (excavation & sidewalk)		
O48	- Automatic fee calculation		
O49	- Manual fee adjustments		
O50	- Unlimited notes/comments		
O51	- Retain historical fee schedules that are no longer active		
	The system should track:		
O52	- Status		
O53	**-** Payment fee types (activate vs.. de-activate fee type)		
O54	- Historical fee schedules that are no longer active		
O55	- Staff time spent		
O56	- Staff assignments		
O57	- Past due permit/permits		
O58	- Final Approval		
O59	**-** Issued permits		
	Miscellaneous Functions		
060	**Provide spell-checking of text fields.**		
061	**Look-ups using various fields, nested fields and wild card (owner name, site address, street, contractor, single date or range, staff assignment, etc.)**		
062	**The system should provide ability for users to add memo/notes/documents**		
063	**The system should allow user defined on-screen forms for each permit.**		
064	**Each on-screen form serves as a checklist for permit review process.**		

REF. NO.	SYSTEM REQUIREMENTS	VENDOR RESPONSE	COMMENTS
**TECHNICAL REQUIREMENTS**		
	CATEGORY 2: Project Tracking		
	F = Fully Provided "Out-of-the-Box" M = Provided with Modification C = Custom Development Required TP = Third Party Software Required	R = Provided with Reporting Tools NV = Provided in Next Version NA = Not available	
	Project Tracking		
P1	New projects prompt creation of GIS feature		
P2	- Feature can be point, line or polygon; creating new features should be user-friendly		
P3	- Feature can be copied from existing GIS databases		
P4	- Feature can have complex geometry, including multipart		
P5	Fields automatically inputted from existing GIS data:		
P6	- e.g., Zoning, owner name, owner address, parcel address, apn, lot area, units, land use, etc.		
P7	System should allow manual inputting of all fields, even automatic ones		
P8	New application confirmation report should be instantaneously printable, including:		
P9	- formatted map showing project location and boundaries		
P10	- address, owner, zoning, application #, fees, finance department fee code, etc.		
P11	Projects should be able to initiate multiple permits within them		
P12	Each permit in a project should be able to have its own GIS feature (though it should be default to keep the project feature), application number, etc.		

P13	Various fields related to Development applications and permits:
	    - Planning Application number
	    - Various dates related to submittal, review, hearings, action
	    - Assignment of responsible staff and departments involved in the review
	    - Site location fields (address, APN)
	    - Site characteristic fields (zoning district, size of parcel)
	    - Description of Application - this is typically a paragraph
	    - Hyperlinks to critical data (PDFs)		

Community Development Project and Permit Tracking Systems

TECHNICAL REQUIREMENTS
CATEGORY 2 continued: Project Tracking

F = Fully Provided "Out-of-the-Box"		R = Provided with Reporting Tools
M = Provided with Modification		NV = Provided in Next Version
C = Custom Development Required		NA = Not available
TP = Third Party Software Required		

REF NO.	SYSTEM CAPABILITIES	VENDOR RESPONSE	COMMENT

P14	On screen forms for various stages in Development process:
	   - Informal stage (limited number of fields)
	   - Formal stage (highest number of fields, including fields for tracking throughput and deadlines)
	   - Post-decision stage (limited number of fields that are useful for reference - for example, throughput fields are not necessary here)		

P15	Different on screen form for city-initiated projects - Notes, links, dates of approval, expiration dates, etc.		
P16	Different on screen form for long-range projects		
P17	Database administrator should be able to easily reformat and change fields in on-screen forms		
P18	System can select and map features based on proximity (e.g., 300' noticing)		
P19	System can create mailing labels for selected APN/Address		
P20	Format letters, noticing postcards, findings reports, agendas, staff reports, etc. automatically based on fields in a given application		
P21	Create a staff report map of project location that is fully formatted, attractive, distinctive and legible		
P22	System can audit changes to records		
P23	System can send alerts to specific users' email accounts when tasks are due, when the record has changed, etc.		
	Research and Querying		
P24	System should have a user-friendly GIS interface		
P25	GIS interface should be navigable by panning, zooming, address menu search, apn menu search, geocoded (Google Maps type) address search		
P26	Should be able to display the following (user-picked):		
P27	- Point, line and polygon feature classes		
P28	- Georeferenced rasters (eg. orthophotography, recorded maps, APN maps, etc)		

TECHNICAL REQUIREMENTS

CATEGORY2 continued: Project Tracking

F = Fully Provided "Out-of-the-Box"	R = Provided with Reporting Tool	
M = Provided with Modification	NV = Provided in Next Version	
C = Custom Development Required	NA = Not available	
TP = Third Party Software Required		

REF. NO.	SYSTEM REQUIREMENTS	VENDOR RESPONSE	COMMENTS
P29	GIS interface should select and query features within any department's database, or within any available geodatabase that the city has developed		
P30	System should export results of a series of filters and searches to Excel		
P31	System should be able to integrate historical files from BMI ImageVu system		

P32	System should be able to return all applications and projects with field searches:
	    - incomplete information (e.g., El Cami%)
	    - and/or searches
	    - ranges of numerical or date data		

P33	Web users should be able to sign up for web noticing, i.e., email alerts for hearings of projects that fit certain characteristics		

TECHNICAL REQUIREMENTS
CATEGORY3: Building Permit Tracking

F = Fully Provided "Out-of-the-Box"	R = Provided with Reporting Tools
M = Provided with Modification	NV = Provided in Next Version
C = Custom Development Required	NA = Not available
TP = Third Party Software Required	

REF. NO.	SYSTEM REQUIREMENTS	VENDOR RESPONSE	COMMENTS
	Building Permit Tracking		
B1	The system should handle the following permit applications:		
B2	- Building Permit		
B3	- Electrical Permit		
B4	- Plumbing Permit		
B5	- Mechanical Permit		
B6	- Excavation Permit		
B7	The system should handle multiple levels of permit groups		
B8	The system should handle inspection schedules:		
B9	- Automatic schedule the inspection date/time		
B10	- Notify the applicant (by e-mail, by phone, by fax)		
B11	- Notify the inspector (by e-mail, by phone, by fax)		
B12	- Remind the inspector for up-coming inspections.		
B13	The system should handle inspection assignments		
B14	- schedule a inspector based on workload (pre-set rules)		

TECHNICAL REQUIREMENTS			
CATEGORY 3 continued: PUBLIC WORKS - Permit Tracking			
F = Fully Provided "Out-of-the-Box" M = Provided with Modification C = Custom Development Required TP = Third Party Software Required		R = Provided with Reporting Tools NV = Provided in Next Version NA = Not available	
REF. NO.	SYSTEM REQUIREMENTS	VENDOR RESPONSE	COMMENTS
	Public Work Permit Tracking		
PW1	The system should handle the multiple PWD permit applications:		
PW2	- Excavation Permit		
PW3	- Sidewalk Permit		
PW4	- Debris Box (Temporary) Encroachment Permit		
PW5	- Temporary Encroachment Permit (scaffolding, well, etc.)		
PW6	- Encroachment Permit		

TECHNICAL REQUIREMENTS

CATEGORY 4: Reports

F = Fully Provided "Out-of-the-Box"	R = Provided with Reporting Tools
M = Provided with Modification	NV = Provided in Next Version
C = Custom Development Required	NA = Not available
TP = Third Party Software Required	

REF. NO.	SYSTEM REQUIREMENTS	VENDOR RESPONSE	COMMENTS
	System should handle all standard reports to State/County		
R1	- Regional Housing Needs Allocation		
R2	- Department of Finance		
R3	- Valley Transportation Agency Congestion Management		
R4	- Joint Venture: Silicon Valley Network		
	Planning Reports		
R5	Generate reports (in formatted PDF and excel) such as:		
R6	- active applications		
R7	- building permits that are associated with a project/group of projects		
R8	- planning approvals that have given characteristics (e.g., housing units added, etc)		
R9	- project summaries: date fields, project planner field, plan check engineer filed, etc.		
R10	standard listing of active projects		
R11	standard agenda that should be able to be generated from the system		
R12	standard listing of active projects (for public)		
R13	tables showing how development activity is going		
R14	table showing the distribution and receipt of project comments from various Departments		

TECHNICAL REQUIREMENTS
CATEGORY 5: Permit Application

F = Fully Provided "Out-of-the-Box"	R = Provided with Reporting Tools
M = Provided with Modification	NV = Provided in Next Version
	NA = Not
C = Custom Development Required	available
TP = Third Party Software Required	

REF. NO.	SYSTEM REQUIREMENTS	VENDOR RESPONSE	COMMENTS
	Application Submittal		
PA1	Handle on-line permit application submittal:		
PA2	- Drop down list for selection of valid responses.		
PA3	- Drop down address list for applicant to pick & ability for non-address locations (i.e. intersection or 300' east of intersection).		
PA4	- Accept, store and classify on-line PDF uploads required for permit (work plan, traffic control plan, insurance, etc.).		
PA5	- Check required documents		
PA6	- Accept on-line document uploads		
PA7	- No limitation on the upload document size.		
PS8	- No limitation on number of upload files.		
PS9	- Automatic fee calculation - based on pre-set fee table		
PS10	- Allow manual overwrite - finalized by staff		
PS11	- Allow double fee capabilities		
PS12	- Accept web payment - credit card, bank draft		
PS13	- Application status is available on-line		
PS14	Handle in-person application submittal (staff entry into system):		
PS15	- Staff to scan documents or attached files for storage (work plan, traffic control plan, insurance, etc.).		
	Administrative tools to:		
PA16	- Assign permit to staff and due date based on preset rules		
PA17	- Automatic email to staff once permit has been assigned with field for administrative comments.		
PA18	New permit application submittal prompts automatic assignment of unique project item number for tracking purposes.		

TECHNICAL REQUIREMENTS

CATEGORY 6: Work Flow

F = Fully Provided "Out-of-the-Box"	R = Provided with Reporting Tools
M = Provided with Modification	NV = Provided in Next Version
	NA = Not
C = Custom Development Required	available
TP = Third Party Software Required	

REF. NO.	SYSTEM REQUIREMENTS	VENDOR RESPONSE	COMMENTS
WF1	A role base system (multiple people can perform the same task)		
WF2	The system with e-mail notification / response capability		
WF3	The system can store attachments (user documents)		
WF4	The system can do processes based on user defined conditions		
WF5	The system can handle unlimited number of user defined conditions		
WF6	The system can handle user defined exceptions		
WF7	The system can handle exceptions without restart the complete process		
WF8	The system has a user friendly administration tools		
WF9	The system allows different access levels (read, update, delete)		
WF10	The system provides monitoring tools to check process		
WF11	The system provides API for customizations		

Community Development Project and Permit Tracking Systems

TECHNICAL REQUIREMENTS

CATEGORY 7: Web Payment

F = Fully Provided "Out-of-the-Box"	R = Provided with Reporting Tools
M = Provided with Modification	NV = Provided in Next Version
	NA = Not
C = Custom Development Required	available
TP = Third Party Software Required	

REF. NO.	SYSTEM REQUIREMENTS	VENDOR RESPONSE	COMMENTS
WP1	The system should be clear on PCI Compliance		
WP2	The system can handle multiple GL indexes for payments		
WP3	The system can take a lump-sum payment and distribute to different category based on priority set by the City.		
WP4	The system provides daily summary by categories		
WP5	The system should interface with the Bi-Tech IFAS Financial system		
WP6	The system should interface with the Harris Evolve Cash Receiving system		
WP7	The system has to be flexible with payment processing vendor (open architecture, Not proprietary)		
WP8	The system has to work with Bank of America.		
WP9	The system has to provide real-time payment status.		
WP10	The system should generate daily detail and summary reports,		
WP11	The system should be clear on payment collection & distribution process.		

TECHNICAL REQUIREMENTS

CATEGORY 8: Compatibility

F = Fully Provided "Out-of-the-Box"	R = Provided with Reporting Tools
M = Provided with Modification	NV = Provided in Next Version
C = Custom Development Required	NA = Not available
TP = Third Party Software Required	

REF. NO.	SYSTEM REQUIREMENTS	VENDOR RESPONSE	COMMENTS
C1	Windows 2003(or higher) Server R2 which runs on a virtual hardware matrix attached to an EMC SAN.		
C2	Cisco enterprise network via 1GBps fiber		
C3	MS SQL 2005or higher		
C4	LaserFiche Document Imaging System		
C5	UL, CSA or other applicable safety standards		
C6	Manufactured in an ISO certified facility		
C7	Have manufacturer's direct parts and service support available within North America		
C8	Equipments should easily fit into office environment		
C9	Vendor to evaluate the current GIS system for compatibility		

Community Development Project and Permit Tracking Systems

TECHNICAL REQUIREMENTS

CATEGORY 9: Installation & Support

F = Fully Provided "Out-of-the-Box"	R = Provided with Reporting Tools
M = Provided with Modification	NV = Provided in Next Version
	NA = Not
C = Custom Development Required	available
TP = Third Party Software Required	

REF. NO.	SYSTEM REQUIREMENTS	VENDOR RESPONSE	COMMENTS
	Project Management		
IS1	The vendor may be required to provide project management services related to the planning for and implementation of the proposed applications. (Please describe your company's capabilities to provide such services and alternative methods and costs for providing project management services.)		
IS2	The Project Manager will develop a project plan that encompasses all tasks and timelines to be completed by the City and the vendor.		
IS3	The Project Manager will coordinate system changes and modifications requested to the project plan.		
IS4	The Project Manager will be responsible for coordinating all technical, educational, documentation and support services.		
	Compatibility		
IS5	Software must be compatible with City's operating environment		
IS6	Software must be supported with no plans for phase out		
IS7	Software is easy to use and has a graphical user interface.		
IS8	Software should provide ability to easily integrate with standard Microsoft Office products, including MS Word, Excel, Outlook.		
IS9	City is looking for an off-shelf product with no customization or customization will be incorporated into the baseline product.		
IS10	UL, CSA or other applicable safety standards		
IS11	Manufactured in an ISO certified facility		
IS12	Have manufacturer's direct parts and service support available within North America		
IS13	Provide an 800 Support Line for software problem resolution from 7:00 a.m. to 6:00 p.m., Pacific Time, Monday through Friday.		

TECHNICAL REQUIREMENTS

CATEGORY 9 continued: Installation & Support

F = Fully Provided "Out-of-the-Box"	R = Provided with Reporting Tools
M = Provided with Modification	NV = Provided in Next Version
	NA = Not
C = Custom Development Required	available
TP = Third Party Software Required	

REF. NO.	SYSTEM REQUIREMENTS	VENDOR RESPONSE	COMMENTS
	Training		
IS14	Initial training for system administrators in the operation and use of the proposed system is required. Training is available at customer site or a suitable location nearby. Please describe in detail the available courses/training for each of these areas, including course content and duration. Recommend a complete training program. Describe any no charge or free training materials you provide with the proposed system. Also describe your policy for future training of new or replacement City personnel.		
IS15	Initial training for end-users and executives in the use of the proposed equipment and application software is required at City offices, or a suitable location nearby. Please describe your available courses/training for each of these areas. Recommend a complete training program. Describe any no charge or free training materials you provide with the proposed system. Also describe your policy regarding future training of new or replacement City personnel.		
IS16	Please list and describe the availability of training and skills transfer/exchange programs such as active user groups.		
	Equipment Maintenance		
IS17	An equipment warranty for the proposed equipment is required during which malfunctioning equipment will be repaired or replaced at no cost to the City. Please describe the proposed equipment warranty including duration.		
IS18	Remedial maintenance service on the proposed equipment in accordance with the manufacturer's specifications is required on a prime-shift, five-day per week (Monday through Friday) basis. Prime shift must be at least an eight-hour period occurring between 8:00 a.m. and 5:00 p.m. Pacific Time. On-site response to a trouble call for a critical problem during prime shift must occur within two hours of the time of the call. Please describe your maintenance service in detail.		
IS19	Please describe your company's policy on the specific assistance you could provide the City in recovering from a disaster, such as fire or earthquake, and expediting replacement equipment.		
IS20	Describe the capabilities of your company and proposed system to support on-line problem diagnosis and correction form your remote service facilities.		

TECHNICAL REQUIREMENTS

CATEGORY 9 continued: Installation & Support

F = Fully Provided "Out-of-the-Box"	R = Provided with Reporting Tools
M = Provided with Modification	NV = Provided in Next Version
	NA = Not
C = Custom Development Required	available
TP = Third Party Software Required	

REF. NO.	SYSTEM REQUIREMENTS	VENDOR RESPONSE	COMMENTS
	System Software Maintenance/Enhancements		
IS21	Please describe the services you provide for the maintenance and upgrade of the application software. In your proposal, please describe your policy for providing enhancements included in future releases of the application software and related cost factors.		
IS22	A complete set of documentation covering the operation, use, and programming of the proposed equipment and system software should be delivered with the application system.		
IS23	What remote support capabilities can your firm provide?		

V.   PRICING

Proposers shall complete the pricing forms in accordance to the following instructions:

The pricing form is a separate Excel spreadsheet file on the CD and is titled "pricingform.xls." (The sales tax in the City of Mountain View is 9.25 percent.) Apply sales tax on taxable items such as equipment. Labor that is broken out (e.g. installation, project management services) is not taxable.

- Enter the total cost of each item specified.

- Submit pricing in a separate, sealed envelope according to the instructions in Section I.

- Proposed pricing shall be fixed for a minimum of 90 days after bid closing.

- If the price categories do not fit your pricing scheme exactly, please choose the "closest fit" to match the form and provide any explanation on a separate page.

- If there are no related costs or the costs are included elsewhere, enter a "0."

- If you do not offer the specified application/equipment/service, enter N/A in the appropriate cells.

- If there are other costs (not related to a specific application/equipment/ service), provide further explanation on a separate page.

- If you plan to offer the City a discount, please enter the amount as a credit and identify how the amount was determined.

- If you are forced to estimate a service, please label the item as an estimate.

Contact the Purchasing Manger to obtain an electronic excel format file of the following pricing page. The City requires a complete working solution so all pricing components are required to be disclosed as the City will not pay any additional cost for a working system not already disclosed and approved by the City prior to award of a contract.

Community Development Project and Permit Tracking Systems

		One-Time Costs								Ongoing Costs							
						Training				Maintenance			Services				
		License Fee	Data Conversion	Systems Implementation	Integration	System Admin.	End User	Acceptance Testing	One-Time Costs Subtotal	Year 1	Year 2-5 (insert annual price)	Extended Service price	Year 1	Year 2-5 (insert annual price)	Extended Service price	Five-Year Costs
8	**Applications Software**															
9	Project Tracking															
10	Permit Tracking															
11	Web Payment															
12	Internet Permit Application															
13	Report Writing Tool															
14	Work Flow															
15	Equipment (mobile device, etc.)															
16	Detail any other software requirements and cost															
17	**Total Application Software Req.**															
18	**Hardware and Sys. Software Req.**															
19	Hardware															
20	Systems Software															
21	Database Management															
22	Detail any other hardware requirements															
23	**Total Hardware & Sys. Software Req.**															
24	**Grand Total**															

SAMPLE CONTRACT

The following sample contract includes many of the terms the City anticipates finalizing with the awarded vendor. The finalized contract may include terms that are not provided in the following sample.

AGREEMENT BETWEEN THE CITY OF MOUNTAIN VIEW AND _____ FOR PROCUREMENT, INSTALLATION, TRAINING AND RELATED SERVICES AS SPECIFIED IN THE RFP NO._____SOLICITATION FOR PROJECT AND PERMIT TRACKING SYSTEMS

This contract is dated for identification this ____ day of _____, 2010, and is made by and between the CITY OF MOUNTAIN VIEW, a California Charter City and municipal corporation, whose address is P.O. Box 7540, Mountain View, California, 94039 (hereinafter "CITY"), and _____, whose address is _____ (hereinafter "VENDOR").

RECITALS

A.   CITY has approved a project for the procurement, installation, training and related services for a fully functional turn-key project and permit tracking system.

B.   CITY desires to contract with VENDOR, _____.

C.   VENDOR is a firm qualified and willing to provide said above-referenced project services. VENDOR is an independent contractor and covenants with CITY to provide _____ services relating to the _____, pursuant to all the terms and conditions of this Agreement.

D.   The _____ of CITY received a proposal from VENDOR dated _____ to provide above-referenced _____ services and recommended approval to the City Manager to retain services of VENDOR to work on the project subject to the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the Recitals and mutual promises contained herein, CITY and VENDOR agree as follows:

CITY does hereby engage VENDOR for the services described herein for _____ and any additional services when authorized in advance in writing by CITY in accordance with the provisions hereinafter contained in this Agreement.

ARTICLE I — SCOPE OF BASIC SERVICES

1.1   VENDOR's basic services shall consist of _____ phases described in Paragraphs _____.

      1.1.1   Phase I

      1.1.2   Phase II

      1.1.3   Phase III

      1.1.4   Phase IV

1.2   The delivery of services and/or materials furnished under this Agreement shall begin on _____ and shall be completed on or before _____.

1.3   VENDOR's work product is to be considered the property of CITY to do with as it wishes.

1.4   VENDOR shall submit _____ (___) copies of the report for review by CITY. VENDOR shall utilize subconsultants as set forth in Exhibit "C," attached to this Agreement. VENDOR shall not change subconsultants to any other than those listed in Exhibit "A" without prior CITY approval.

ARTICLE II — SERVICES

2.1   Description of Services.

      a.   VENDOR's services shall consist of furnishing, installing, training, supporting a fully operational System as described in the CITY's RFP, including VENDOR'S response to the RFP and this agreement. Those services shall include project management; training; installation of applications on CITY-provided hardware; data conversion and mapping to VENDOR's database locations; and assisting the CITY to stay on the approved installation schedule. These services are described in the VENDOR'S Cost Spreadsheet and included in this agreement as EXHIBIT ___..

      b.   VENDOR states that the CITY is receiving the highest level of discounts provided by VENDOR to all other similar governmental agencies.

2.2   Data Conversion and Installation Schedule.

      VENDOR will complete the installation and training within a___ (____) day performance operational period within ____ (____) days of the signing of this

Agreement and receipt of CITY'S Purchase Order for notification to proceed. Within (_____) days of the signing of this Agreement and receipt of the CITY'S Purchase Order for notification to proceed, VENDOR must provide CITY with the final data conversion, training and installation schedule.

2.3   Project Management Services.

a.   VENDOR agrees to provide implementation services to CITY, including the installation of a PROJECT AND PERMIT TRACKING AND RELATED SYSTEMS, project management, data conversion, system integration, training and testing, in accordance with this Agreement and to communicate effectively in a timely fashion with CITY regarding any problems or delay in the scheduled completion.

b.   The Scope of Work, as described by VENDOR is included in the Agreement as shown in EXHIBIT C, and included herein.

c.   VENDOR shall provide technical support for installation and integration. Clarification to service and installation manuals shall be provided when requested. On-site troubleshooting assistance will be provided by VENDOR if required. These services shall be coordinated through CITY'S project manager.

2.4   Training Services.

a.   VENDOR shall provide a comprehensive training program for CITY as described in this Agreement.

b.   Training will be conducted at CITY facilities or at alternative sites deemed acceptable by CITY.

c.   VENDOR shall utilize a "train the trainer" approach for CITY employee training classes.

d.   CITY reserves the option to reproduce VENDOR-supplied training materials for additional internal training and/or inclusion in CITY-developed training guides for use by CITY personnel.

2.5   System Documentation and Reports.

a.   VENDOR shall supply full documentation, including site-specific modifications, of the installed system. Final system documentation and diagrams shall be provided in electronic form of Microsoft Word.

b.   Documentation shall include, but not be limited to, configuration and operation of all components of the system.

       c.   Ongoing system administration tasks to be performed by CITY personnel, including, but not limited to, system startup and shutdown, system data backup and recovery, data integrity checks and database export procedures, shall be completely and clearly explained in system documentation.

       d.   CITY reserves the right to make copies of system documentation for internal use.

       e.   For each copy of each software module purchased under this Agreement, VENDOR shall supply a complete set of user manuals.

   2.6   System Acceptance.

       a.   CITY will grant system acceptance of each Phase of the PROJECT AND PERMIT TRACKING SYSTEM after successful completion of the Performance Period, and the completion of all tasks and work items identified in this Agreement for each Phase.

       b.   The performance period for each Phase is_____.

       c.   The performance period shall be _____ (____).

       d.   Acceptance testing shall be conducted in accordance with the Acceptance Test Plan.

   2.7   Performance Benchmarks.

       During the installation and testing period, CITY and VENDOR shall work to develop reasonable performance benchmarks that can be used to define the successful operation of the system in the future. VENDOR agrees that such beginning benchmarks shall be the standard for which VENDOR will attempt to keep CITY's system performing to these same levels.

ARTICLE III — WARRANTIES

   3.1   Term.

       The warranty period for software shall commence immediately upon satisfaction of the acceptance criteria of the system as set forth in Article ____ and Section ____ and continue for no less than twelve (12) months.

3.2   Software.

VENDOR represents and warrants that the software will contribute to the system the qualities and functions described in this Agreement and that the software provided by VENDOR pursuant to this Agreement will be free from any defects for the warranty period.

3.3   Service.

During the warranty period, VENDOR shall provide complete warranty service via dial-up, an 800 number or standard local telephone number, Monday through Friday, 8:00 a.m. through 5:00 p.m. Pacific Time.

3.4   Priority Definitions and Call-Back Response.

VENDOR agrees to provide corrective action for requests for warranty and later annual maintenance services as follows:

a.   Two (2) or more modules down—VENDOR to provide corrective action within _____ (___) hours

b.   One (1) module down—VENDOR to provide corrective action within _____ (___) hours

c.   All other hardware and/or software problems—VENDOR to provide corrective action within _____ (___) hours.

ARTICLE IV — ONGOING MAINTENANCE/SERVICE/SUPPORT

4.1   General Provisions.

As part of the proposed long-term maintenance support plan, VENDOR shall provide to CITY all new revisions of all software modules for as long as CITY contracts for maintenance support. Additionally, VENDOR agrees to provide all future major software revisions to CITY at the same or less costs, which VENDOR provides to other identically situated customers.

4.2   Annual Maintenance Support Agreements.

VENDOR agrees to provide CITY one (1) year (same time period as warranty) maintenance support as described in the Maintenance Agreement **EXHIBIT ____**.

4.3   Annual Maintenance Support Agreement Increases.

VENDOR agrees to limiting annual increases in the annual maintenance support agreement to the maximum increase in the February-to-February (of each year) CPI for Urban Wage Earners and Clerical Workers.

ARTICLE V — ADDITIONAL SERVICES

5.1   The following services are not covered in basic services. These services shall be provided by VENDOR on the terms and conditions authorized in advance in writing by CITY.

_____

ARTICLE VI — SCHEDULE AND TERM

6.1   Services under this Agreement shall begin on _____ and shall be completed by _____.

ARTICLE VII — COMPENSATION FOR BASIC SERVICES

7.1   Basic services shall be compensated for, per phase of work described below, on an hourly basis in accordance with the rates set forth in Exhibit "A" with compensation for each phase not to exceed a specified amount.

7.2   Compensation to VENDOR for the satisfactory completion of Phase I, as described in Article I, Section 1.1.1, shall be on an hourly basis but not to exceed _____ Dollars ($_____).

7.3   Compensation to VENDOR for the satisfactory completion of Phase II, as described in Article I, Section 1.1.2, shall be on an hourly basis but not to exceed _____ Dollars ($_____).

7.4   Compensation to VENDOR for the satisfactory completion of Phase III, as described in Article I, Section 1.1.3, shall be on an hourly basis but not to exceed _____ Dollars ($_____).

7.5   Compensation to VENDOR for the satisfactory completion of Phase IV, as described in Article I, Section 1.1.4, shall be on an hourly basis but not to exceed _____ Dollars ($_____).

7.6   The total cost of all basic services provided for pursuant to this Agreement shall not exceed _____ Dollars ($_____). CITY is not obligated to pay VENDOR more than the total cost referenced above. VENDOR shall invoice for services on a

monthly basis in proportion to the work completed and shall indicate thereon the information necessary to support the invoice. This information will include the number of hours worked for each individual per applicable rate for each particular phase and any receipts or other supportive documentation.

ARTICLE VIII — COMPENSATION FOR ADDITIONAL SERVICES AND REIMBURSABLE EXPENSES

8.1   Additional services requested by CITY in advance in writing to VENDOR shall be compensated for on an hourly basis in accordance with the rates set forth in Exhibit "A" upon the satisfactory completion of the service(s) in the same manner that basic services are invoiced and paid for.

8.2   The total cost for all additional services provided for pursuant to this Agreement shall not exceed _____ Dollars ($_____).

8.3   Reimbursable expenses are in addition to the compensation for basic and additional services and include expenses incurred by VENDOR and VENDOR's employees and consultants in the interest of the project. Such expenses include expense of reproduction; postage; expense of transportation in connection with the project; and long-distance communication.

8.4   For reimbursable expenses, compensation shall be paid in accordance with Exhibit "B" and in the same manner that basic services are invoiced and paid for.

8.5   The total cost for all reimbursable expenses provided for pursuant to this Agreement shall not exceed _____ Dollars ($_____).

ARTICLE IX — RETENTION AND TOTAL COMPENSATION

9.1   CITY shall withhold from each of VENDOR's billings a ten percent (10%) retention. Upon completion of all services described in this Agreement and CITY satisfaction with those services, said retention shall be paid to VENDOR.

9.2   Total compensation for all basic services, additional services and reimbursable expenses pursuant to this Agreement shall not exceed _____ Dollars ($_____).

ARTICLE X – SOFTWARE OWNERSHIP

10.1   Ownership. VENDOR hereby grants to CITY a nonexclusive, limited license for proprietary Software listed in this agreement, and known as "_____" Software and related documentation listed in this agreement are referred to as

"Software." CITY is hereby granted the right to use the Software in perpetuity according to the terms and conditions of this Agreement. No title to or ownership of the Software or any of its parts is hereby transferred to CITY and CITY's right to use the Software shall at all times be subject to the restrictions set forth in this Agreement. In the case where VENDOR does not continue as a business and VENDOR is incapable to support CITY's use of the Software, CITY, at that time, may make changes, update or otherwise change the Software to allow the continued use of the Software by CITY. These changes, updating and/or support the Software for CITY may be made by a third party for the CITY.

10.2. <u>Software License</u>. VENDOR shall license to CITY the Software modules listed, and at the charges specified, in this Agreement, in the form which the Software presently exists, as more fully described in VENDOR's corresponding documentation. All server-based applications software will be provided in both machine-readable source code and executable forms in the most current release. VENDOR also will provide one (1) CD-ROM-based copy of all user and technical documentation relating to the Software, which may be printed and reproduced by CITY for internal use and training purposes. CITY may also make two (2) copies of all of the above Software to be used—one (1) for testing/training, and one (1) for backup purposes, and this backup Software may be kept off-site for security purposes.

ARTICLE XI — CITY'S RESPONSIBILITIES

11.1 CITY shall provide to VENDOR whatever information is readily available from CITY regarding their requirements for _____. Information furnished is from CITY's records, and CITY does not guarantee the accuracy of the same.

11.2 CITY shall designate in writing a representative authorized to act on its behalf with respect to _____. CITY or its representative shall examine documents submitted by VENDOR and shall promptly render decisions pertaining thereto to avoid unreasonable delay in the progress of the VENDOR's work.

11.3 CITY shall examine each invoice for payment received and shall pay all undisputed amounts within thirty (30) days of approval by CITY's Finance and Administrative Services Department. Disputed amounts will be discussed and resolved upon mutual agreement of CITY and VENDOR.

ARTICLE XII — VENDOR'S ACCOUNTING RECORDS

12.1 Records of VENDOR's direct personnel, consultant, and additional services pertaining to Workers' Compensation claims arising from services rendered in connection with this contract shall be kept in accordance with generally accepted

accounting principles and shall be available for inspection by CITY or its authorized representatives during normal business hours.

12.2 Supporting records on all charges invoiced to CITY shall be kept in accordance with generally accepted accounting principles and shall be available for inspection by CITY or its authorized representatives during normal business hours.

ARTICLE XIII — OWNERSHIP OF DATA AND DOCUMENTS

13.1 VENDOR agrees that all data, maps, graphics, printed materials and other collateral materials collected, produced and/or generated in the performance of this Agreement shall be the property of CITY and shall be properly and regularly provided to CITY upon CITY's request. In the event that this Agreement is terminated prior to completion of the scope of work, VENDOR shall provide all such data and documents to CITY forthwith.

ARTICLE XIV — RELIANCE UPON PROFESSIONAL SKILL

14.1 It is mutually agreed by the parties that CITY is relying upon the professional skill of VENDOR, and VENDOR represents to CITY that its work shall conform to generally recognized professional standards in the industry. Acceptance of VENDOR's work by CITY does not operate as a release of VENDOR's said representation.

ARTICLE XV — INDEPENDENT CONTRACTOR

15.1 It is agreed that VENDOR is an independent contractor, and all persons working for or under the direction of the VENDOR are VENDOR's agents, servants and employees, and said persons shall not be deemed agents, servants or employees of CITY.

ARTICLE XVI — SUCCESSORS AND ASSIGNS

16.1 This Agreement is binding on VENDOR, its partners, agents, successors, assigns, and legal representatives with respect to all covenants of this Agreement. VENDOR shall not assign or transfer its interest in this Agreement without the prior written consent of CITY, and any attempt to do so shall be void.

ARTICLE XVII — INSURANCE

17.1 <u>Commercial General Liability/Automobile Liability Insurance</u>:

VENDOR shall obtain and maintain Commercial General Liability insurance and Automobile Liability insurance in the amount of One Million Dollars ($1,000,000) per occurrence. If a general aggregate limit is used, either the general aggregate limit

shall apply separately to this contract or the general aggregate limit shall be twice the required occurrence limit. VENDOR's insurance coverage shall be written on an occurrence basis.

17.2 Workers' Compensation Insurance:

VENDOR shall obtain and maintain statutory Workers' Compensation insurance and Employer's Liability insurance in the amount of One Million Dollars ($1,000,000) per accident.

VENDOR is familiar with the Workers' Compensation laws of California (generally contained in Section 3700 of the Labor Code), including those provisions which provide for specific exemptions from the requirement that all employers must carry Workers' Compensation insurance, and VENDOR maintains they are exempted under the law from the requirement to maintain Workers' Compensation insurance coverage.

In addition, during the term of any work for CITY under said agreement: (1) VENDOR will not employ any person in any manner so as to become subject to the Workers' Compensation laws of California, or (2) should VENDOR become subject to the Workers' Compensation provisions of Section 3700 of the Labor Code for any reason, VENDOR shall forthwith comply with those provisions and send evidence of financial compliance to CITY.

17.3 Professional Liability Insurance:

VENDOR shall obtain and maintain Professional Liability insurance in the amount of One Million Dollars ($1,000,000) per claim. Professional liability insurance must be maintained and evidence of insurance shall be provided to the CITY for at least three (3) years after completion of the contract of work.

17.4 Acceptability of Insurers: Insurance is to be placed with insurers with a current *Best Rating* of A:VII unless otherwise acceptable to CITY.

17.5 Verification of Coverage: Insurance, deductibles or self-insurance retentions shall be subject to CITY's approval. Original Certificates of Insurance with endorsements shall be received and approved by CITY before work commences, and insurance must be in effect for the duration of the contract. The absence of insurance or a reduction of stated limits shall cause all work on the project to cease. Any delays shall not increase costs to CITY or increase the duration of the project.

17.6 Other Insurance Provisions:

a.   The City of Mountain View, its officers, officials, employees and volunteers are to be covered as additional insured by Endorsement CG 20 10 11 85 for Commercial General and Automobile Liability coverage.

b.   For any claims related to this project, VENDOR's insurance coverage shall be primary and any insurance or self-insurance maintained by CITY, its officers, officials, employees and volunteers shall not contribute to it.

c.   Each insurance policy required shall be endorsed that a thirty (30) day notice be given to CITY in the event of cancellation or modification to the stipulated insurance coverage.

d.   In the event VENDOR employs subcontractors as part of the work covered by this Agreement, it shall be the responsibility of VENDOR to ensure that all subcontractors comply with the same insurance requirements that are stated in this Agreement.

e.   Approval of the insurance by CITY or acceptance of the Certificate of Insurance by CITY shall not relieve or decrease the extent to which VENDOR may be held responsible for payment of damages resulting from VENDOR's services or operation pursuant to this Agreement, nor shall it be deemed a waiver of CITY's rights to insurance coverage hereunder.

f.   If, for any reason, VENDOR fails to maintain insurance coverage that is required pursuant to this contract, the same shall be deemed a material breach of contract. CITY, at its sole option, may terminate this contract and obtain damages from VENDOR resulting from said breach. Alternately, CITY may purchase such required insurance coverage, and without further notice to VENDOR, CITY may deduct from sums due to VENDOR any premium costs advanced by CITY for such insurance.

ARTICLE XVIII — HOLD HARMLESS

18.1 VENDOR hereby agrees to and shall indemnify, defend and hold CITY, its officers, agents and employees harmless from any liability for damage or claims for damage for personal injury, including death and/or property damage, caused by negligent acts, errors or omissions in performance of professional services under this Agreement by VENDOR or VENDOR's contractors, subcontractors, agents or employees' operations under this Agreement. CITY shall cooperate reasonably in the defense of any action, and VENDOR shall employ competent counsel, reasonably acceptable to the City Attorney.

ARTICLE XIX — APPLICABLE LAWS AND ATTORNEYS' FEES

19.1 This Agreement shall be construed and enforced pursuant to the laws of the State of California. Should any legal action be brought by a party for breach of this Agreement or to enforce any provision herein, the prevailing party of such action shall be entitled to reasonable attorneys' fees, court costs, and such other costs as may be fixed by the court. Reasonable attorneys' fees of the City Attorney's Office, if private counsel is not used, shall be based on comparable fees of private attorneys practicing in Santa Clara County.

ARTICLE XX — NONDISCRIMINATION

20.1 VENDOR shall afford equal employment opportunities for all persons without discrimination because of race, color, religion, sex, sexual orientation, political affiliation, national origin, ancestry, age, marital status, or physical or mental disability.

ARTICLE XXI — AMENDMENTS

21.1 This Agreement may be amended in writing and signed by both parties.

ARTICLE XXII — TERMINATION

22.1 In addition to termination for cause, CITY may terminate this Agreement at any time after ten (10) days' advance written notice to VENDOR. Should CITY terminate pursuant to said notice, CITY shall pay VENDOR for VENDOR's services rendered to the date of cancellation based on percentage of completion of scope of basic services, including actual reimbursable expenses. In no event shall said fees exceed the maximum compensation established in this Agreement.

ARTICLE XXIII — WAIVER

23.1 The failure of CITY to insist upon a strict performance of any of the terms, conditions, and covenants contained herein shall not be deemed a waiver of any rights or remedies that CITY may have and shall not be deemed a waiver of any subsequent breach or default in the terms, conditions, and covenants contained herein.

ARTICLE XXIV — SEVERABILITY

24.1 If any one or more of the covenants or agreements, or portions thereof, provided in this Agreement shall be held by a court of competent jurisdiction in a final judicial action to be void, void able or unenforceable, such covenant or covenants, such agreement or agreements, or such portions thereof shall be null and void and shall be deemed separable from the remaining covenants or agreements or portions thereof and

shall in no way affect the validity or enforceability of the remaining portions of this Agreement.

ARTICLE XXV — CAPTIONS

25.1 The captions in the articles of this Agreement are inserted for convenience purposes only and shall not affect the terms of this Agreement.

ARTICLE XXVI — ATTACHMENTS OR EXHIBITS

26.1 Except as expressly referenced herein, no portion of any terms or conditions included in any attachments or exhibits shall be a part of this Agreement, and they shall have no force or effect. If the attachments or exhibits to this Agreement, if any, are inconsistent with this Agreement, this Agreement shall control.

ARTICLE XXVII — ENTIRE AGREEMENT

27.1 This Agreement contains the entire understanding between the parties with respect to the subject matter herein. There are no representations, agreements or understandings (whether oral or written) between or among the parties relating to the subject matter of this Agreement which are not fully expressed herein.

ARTICLE XXVIII — PUBLIC RECORDS

28.1 The parties recognize and acknowledge that CITY is subject to the California Public Records Act, California Government Code Section 6250 and following. Public records are subject to disclosure.

ARTICLE XXIX — NOTICES

29.1 Any notice required to be given to VENDOR shall be deemed to be duly and properly given if mailed to VENDOR, postage prepaid, addressed to:

_____

or personally delivered to VENDOR at such address or at such other addresses as VENDOR may designate in writing to CITY.

29.2 Any notice required to be given CITY shall be deemed to be duly and properly given if mailed to CITY, postage prepaid, addressed to:

Purchasing and Support Services Manager
City of Mountain View
500 Castro Street
P.O. Box 7540
Mountain View, CA 94039-7540

or personally delivered to CITY at such address or at such other addresses as CITY may designate in writing to VENDOR.

IN WITNESS WHEREOF, this Agreement is executed by CITY and by VENDOR.

"CITY"   "VENDOR"
NAME:_____   NAME:_____

TITLE:_____   TITLE:_____

SIGNATURE:_____   SIGNATURE:_____

DATE:_____   DATE:_____

VI: FORMS
All form s in this section must be returned with vendor's submitted proposal.

A. PROPOSER'S REFERENCES

Proposer is required to provide a minimum of five (5) references of governmental agency (e.g. City, County, School District, Special District)clients who are using the software being proposed. All references shall be California agencies AND shall be similar in size and scope to the City of Mountain View's requirements of Community Development and Permit Tracking Systems. The list should provide a contact name, telephone number, length of time using your system and a description of the customer's software and hardware configuration. Specify exactly which application modules each referenced entity is using. This will enable the City of Mountain View to judge the responsibility, experience, skill and business standing of the Proposer.

Agency Name: _____   Contact Name: _____

Address: _____   Phone Number: _____

_____   Fax Number: _____

Dollar Value of Contract: $_____   E-mail: _____

Contract Dates: _____

Description of Software and Hardware Configuration: _____

_____

_____

_____

_____

Community Development Project and Permit Tracking Systems

Agency Name: _____   Contact Name: _____

Address: _____   Phone Number: _____

_____   Fax Number: _____

Dollar Value of Contract: $_____   E-mail: _____

Contract Dates: _____

Description of Software and Hardware Configuration: _____

_____

_____

_____

_____

_____

Agency Name: _____   Contact Name: _____

Address: _____   Phone Number: _____

_____   Fax Number: _____

Dollar Value of Contract: $_____   E-mail:: _____

Contract Dates: _____

Description of Software and Hardware Configuration: _____

_____

_____

_____

_____

Community Development Project and Permit Tracking Systems

Agency Name: _____ Contact Name: _____

Address: _____ Phone Number: _____

_____ Fax Number: _____

Dollar Value of Contract: $_____ E-mail: _____

Contract dates: _____

Description of Software and Hardware Configuration: _____

_____

_____

_____

_____

_____

Agency Name: _____ Contact Name: _____

Address: _____ Phone Number: _____

_____ Fax Number: _____

Dollar Value of Contract: $_____ E-mail: _____

Contract dates: _____

Description of Software and Hardware Configuration: _____

_____

_____

_____

_____

B. —FORM: VENDOR SUPPLEMENTAL QUESTIONS

To assist the City with determining vendor responsibility, the answers to the following questions shall be answered by each proposer. Questions regarding vendor contracting experiences with other public agencies are not restricted to the State of California.

1. In the last five years, has your firm, or any firm with which any of your company's owners, officers or partners was associated, been debarred, disqualified, removed or otherwise prevented from bidding on, or completing, any government agency contract for any reason?

☐ Yes ☐ No

If "yes," explain on a separate signed page. Please provide sufficient information in explanations to include a description of the event, year of event and name of public agency.

2. In the last five years, has your firm been denied an award of any government agency contract based on a finding by a public agency that your company was not a responsible bidder?

☐ Yes ☐ No

If "yes," explain on a separate signed page. Identify the year of the event, the name of the public agency, the contract and the basis for the finding by the public agency.

3.	In the past five years, has any claim **against** your firm concerning your firm's work on any government agency contract been **filed in court or arbitration**?

☐ Yes	☐ No

If "yes," on separate signed sheets of paper identify the claim(s) by providing the contract name, date of the claim, name of the claimant, a brief description of the nature of the claim, the court in which the case was filed and a brief description of the status of the claim (pending or, if resolved, a brief description of the resolution).

4.	**Has your firm or any of its owners, officers or partners ever been found liable in a civil suit or found guilty in a criminal action for making any false claim or material misrepresentation to any public agency or entity?**

☐ Yes	☐ No

If "yes," explain on a separate signed page, including identifying who was involved, the name of the public agency, the date of the investigation and the grounds for the finding.

5.	Has your firm or any of its owners, officers or partners ever been convicted of a Federal or state crime of fraud, theft or any other act of dishonesty?

☐ Yes	☐ No

If "yes," identify on a separate signed page the person or persons convicted, the court (the county if a state court, the district or location of the Federal court), the year and the criminal conduct

Community Development Project and Permit Tracking Systems

FORMS:

C.   PROPOSER CHECKLIST

The following is a list of items and documentation that must be provided with submitted proposal. This listing is intended to assist Proposers with providing a complete response; however, it does not relieve Proposers from providing information that may be required elsewhere in the proposal documents. This list is not intended to limit the information from Proposers.

Listing of Items that Must Accompany Proposal Submittal	Provided?
1. Cover Page of RFP solicitation completed and signed with original signature.	
2. Information about Proposer's company, to include all items listed in Section II, paragraph J of the RFP.	
3. One (1) original and seven (7) copies of technical proposal and pricing proposal. Technical and pricing information shall be separated into two (2) separate submittals.	
4. Pricing pages submitted separate from technical specification checklist.	
5. Form A—References Form.	
6. Form B—Supplemental Questions Form.	